

Remarks

The present amendment is responsive to the Final Office Action mailed May 11, 2007. Additionally, the present amendment and response is being filed concurrently with a Request for Continued Examination under 37 C.F.R. § 1.114. Claims 32-33, 35-36, 38-39, 41-42, and 44-70 remain pending in this application. Independent Claims 32, 38, 44, and 60 and dependent Claims 39 and 61 have been amended. Applicants respectfully submit that no new matter has been added by this amendment. In view of the amendments and remarks, Applicants respectfully assert that the rejections are now moot and that the pending claims are in condition for allowance.

Double Patenting Rejection

In the Final Office Action, Claims 32-70 were rejected on the ground of nonstatutory obvious-type double patenting as being unpatentable over Claims 1-31 of U.S. Pat. No. 6,678,664 to Ganesan. A terminal disclaimer was filed in response to the Non-Final Office Action; however, the filed terminal disclaimer was rejected in the Final Office Action. The Final Office Action stated that the terminal disclaimer was not signed by an attorney of record.

In response a terminal disclaimer signed by a listed attorney of record has been filed along with this Office Action Response to overcome the nonstatutory obvious-type double patenting rejection. As a result of the submitted terminal disclaimer, the Applicant respectfully asserts that the pending claims of the present application are in condition for allowance.

Claim Rejections Under 35 U.S.C. § 103

In the Office Action, Claims 32, 38, 44-52, 59-65, and 67-70 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Pat. No. 5,590,197 to Chen et al. ("Chen") in view of U.S. Pat. No. 5,794,221 to Egendorf ("Egendorf"). Additionally, Claims 33, 35, 39, 41, 53-57 and 66 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Chen in view of Egendorf and further in view of U.S. Pat. No. 3,594,727 to Braun ("Braun"). Additionally, Claim 53, 54, and 58 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Chen in view of Egendorf and further in view of U.S. Pat. No. 5,293,422 to Loiacono ("Loiacono").

Finally, Claims 36 and 42 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Chen in view of Egendorf and further in view U.S. Pat. No. 5,315,511 to Matsuura, et al. ("Matsuura"). The Applicant respectfully submits that the claims as amended are patentable over the prior art of record.

1. Description of the Prior Art

Chen generally relates to an electronic payment system and method in which account information is encrypted so that it cannot be misused by a merchant or vendor (see, generally, Chen Abstract and Column 3, lines 33-44). A cyber wallet is created that includes all the information necessary to carry out credit transactions over the Internet including account information, a user PIN number, a user ID, MAC, and any other information which might be needed (Chen at column 6, lines 12-18). This information is associated with a public key file, and the entire wallet is then provided to the customer (Chen at column 6, lines 18-22). When a customer makes an order, an authorization ticket that includes the account information is encrypted by the public key and communicated to the merchant (Chen at column 6, lines 32-36). After receiving the authorization ticket, the merchant then embeds or associates it with whatever information the merchant needs to provide the account servicer and forwards the authorization ticket to the account servicer (Chen at column 6, lines 47-51). The account servicer then uses a private key associated with the public key in order to decrypt the file and verify the status of the account (Chen at column 6, lines 51-53). If the transaction is approved, the account servicer then sends an approval message back to the merchant together with decrypted information necessary for the merchant's records (Chen at column 6, lines 53-56).

Egendorf generally relates to an Internet billing method in which a customer purchases products through their Internet Service Provider (ISP), and the ISP later bills the customer for the purchases (see, generally, Egendorf at Abstract). The service provider establishes agreements with vendors to bill customers for goods and services purchased by them over the Internet from the vendors (Egendorf at column 4, lines 58-65). The service provider also establishes agreements with each customer to bill the customer for goods and services purchased by them over the Internet (Egendorf at column 4, line 67 – column 5, line 3). Billing accounts are

established for each customer in connection with the agreements (Egendorf at column 5, lines 3-5). When a customer decides to order a product or service from a vendor, an exchange of transactional information occurs between the customer and the vendor (Egendorf at column 5, lines 17-21). The exchanged information includes identifying information for the customer such as the customer's Internet address, information relating to the products or services to be purchased, and a reference number to identify the order (Egendorf at column 5, lines 22-29). The transactional information is obtained by the ISP and the appropriate customer account is billed (Egendorf at column 5, lines 30-44). The ISP then remits a payment to the vendor (Egendorf at column 5, lines 44-45).

2. Patentability of the Amended Independent Claims

As amended, independent Claims 32, 38, 44 and 60 are patentable over Chen and Egendorf, either taken alone or in combination. In particular, independent Claim 32 has been amended to now specifically recite that "at least a portion of the information identifying a purchaser is taken from a physical identification document associated with the purchaser." Similar amendments have been made to independent Claims 38, 44, and 60. Support for these amendments can be found throughout the Specification of the present application. For example, the Specification at page 44, line 19 - page 45, line 1 states:

Additionally, the in-store register station 1210 includes various input devices which can be utilized by a customer to enter information. In this regard, the station 1210 includes a scanner 1210G, which is capable of reading information from a customer identification document such as a driver's license, passport or other identifying document.

As another example, the Specification at page 53, lines 7-14 states:

In step 1505, the customer CC enters identifying information using the keyboard 1415B of station 1415. The identifying information is the same

as that previously described with reference to FIGS. 12 and 13. It will of course be recognized that if the customer CC is purchasing items for his/her employer, the employer's identifying information rather than the personal identifying information of purchaser CC would be entered.

Neither Chen nor Egendorf, either taken alone or in combination, teach or suggest "receiving information identifying a purchaser without receiving any payment account information for a payment account of the purchaser, wherein at least a portion of the information identifying a purchaser is taken from a physical identification document associated with the purchaser," as recited by the amended independent claims.

In marked contrast, Chen receives payment account information in conjunction with the information identifying a purchaser. When the cyber wallet of Chen is created, it includes information necessary to carry out credit card transactions remotely over the Internet including payment account information (Chen at column 6, lines 12-18). The necessary information is then included in an authorization ticket transmitted from the customer to the merchant when the customer makes an order (Chen at column 6, lines 32-36). The merchant receives this authorization ticket and embeds or associates it with whatever information the merchant needs to provide to the account servicer (Chen at column 6, lines 48-50). The authorization ticket is then forwarded to the account servicer for approval (Chen at column 6, lines 51-56).

Therefore, in Chen, the account information is communicated from the purchaser to the merchant and then from the merchant to the account servicer. In other words, when the account servicer receives an authorization ticket from the merchant, that authorization ticket includes account information. The account information that is communicated through the merchant is encrypted in Chen in order to prevent the merchant from acquiring and misusing the customer's sensitive account information. In fact, the entire purpose for encrypting information in Chen is to permit account information to be safely communicated through the merchant to the account servicer (Chen at column 1, lines 56-60 and column 3, lines 33-44). Accordingly, as recognized by the Office Action, Chen fails to teach or suggest the receipt of information identifying a

purchaser without receiving any payment account information for a payment account of the purchaser.

Additionally, Chen fails to teach or suggest that at least a portion of the information identifying a purchaser is taken from a physical identification document associated with the purchaser, as recited by each of the amended independent claims. In Chen, an electronic cyber wallet is utilized to complete a transaction. The cyber wallet includes information necessary to carry out credit transaction over the Internet (Chen at column 6, lines 12-15). The information included in the cyber wallet of Chen includes browser/mosaic software, account information, a user PIN number, a user ID, and a MAC (Chen at column 6, lines 15-18). In marked contrast to the recitations of the independent claims, the cyber wallet of Chen includes only electronic information that is utilized to complete a transaction. In other words, the cyber wallet of Chen does not itself constitute a physical identification document from which information may be taken to complete a transaction. Additionally, there is no teaching or suggestion in Chen of taking information from a physical identification document associated with the purchaser during the generation of the cyber wallet. Accordingly, Chen fails to teach or suggest that at least a portion of the information identifying a purchaser is taken from a physical identification document associated with the purchaser.

Additionally, Egendorf fails to teach or suggest that at least a portion of the information identifying a purchaser is taken from a physical identification document associated with a purchaser, as recited by each of the amended independent claims. Egendorf discusses two instances in which information associated with a purchaser is received: during the establishment of a contract with a purchaser and during the completion of a transaction. Neither of these situations teach or suggest taking at least a portion of the information identifying a purchaser from a physical identification document associated with the purchaser. In Egendorf, when a contract is established between a purchaser and the service provider, billing accounts are established in connection with the agreements (Egendorf at column 4, line 67 – column 5, line 10). There is no teaching or suggestion in Egendorf of utilizing information taken from a physical identification document associated with a purchaser during the establishment of the billing accounts. Moreover, it is necessary to transmit payment account information to the

service provider during the establishment of billing accounts. Thus, with respect to the establishment of billing accounts, Egendorf fails to teach or suggest receiving information identifying a purchaser without receiving any payment account information for a payment account of the purchaser, wherein at least a portion of the information identifying a purchaser is taken from a physical identification document associated with the purchaser.

During the completion of a transaction in Egendorf, an exchange of transactional information occurs between the customer and the vendor, and the transactional information is obtained by the service provider in order to complete the transaction (Egendorf at column 5, lines 18-31). The transactional information includes identifying information relating to the customer, such as the customer's Internet address (Egendorf at column 5, lines 22-23). However, there is no teaching or suggestion that at least a portion of the information identifying the purchaser is taken from a physical identification document associated with the purchaser such as, for example, from a driver's license, passport, or other identifying document associated with the purchaser. Clearly, an Internet address (e.g., an IP address) is not taken from a physical identification document associated with the purchaser, but is instead generated by or stored on the customer's personal computer. Accordingly, Egendorf fails to teach or suggest a cashless transaction wherein at least a portion of information identifying a purchaser is taken from a physical identification document associated with the purchaser.

For at least the reasons set forth above, Applicants respectfully submit that amended independent Claims 32, 38, 44 and 60 are allowable over Chen and Egendorf. Further, Applicants respectfully assert that dependent Claims 33, 35-36, 38-39, 41-42 and 44-66 are allowable as a matter of law as depending from an allowable base claim, notwithstanding their independent recitation of patentable features.

Applicant: Ganesan
Filed: October 30, 2003
Application No.: 10/695,946

Conclusion

The Applicants believe they have responded to each matter raised by the Examiner. Allowance of the claims is respectfully solicited. It is not believed that extensions of time or fees for addition of claims are required beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR §1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

If there are any issues which can be resolved by teleconference or an Examiner's Amendment, the Examiner is invited to call the undersigned attorney.

Respectfully submitted,



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Date: August 13, 2007
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